

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NINGXIA COMMUNICATIONS  
CONSTRUCTION CO., LTD.,

Plaintiff,

v.

AMERICAN KONO GROUP, ABRAHAM  
HENGYUCIUS a/k/a HENGYU ZHANG, and  
DOES 1–10,

Defendants.

CASE NO. C21-0917-JCC

ORDER

This matter comes before the Court on Plaintiff’s renewed motion for default judgment (Dkt. No. 23). Defendants were properly served with process on August 6, 2021, but have not appeared, and the Clerk has entered an order of default. (Dkt. Nos. 12, 13, 17.) Plaintiff moves for default judgment. (Dkt. No. 23.) Having thoroughly considered the motion and relevant record, and finding a hearing unnecessary, the Court hereby GRANTS the motion.

The Court has discretion to enter a default judgment. *See Lau Ah Yew v. Dulles*, 236 F.2d 415, 416 (9th Cir. 1956). “The general rule of law is that upon default[,] the factual allegations of the complaint, except those relating to the amount of damages, will be taken as true.” *Geddes v. United Fin. Group*, 559 F.2d 557, 560 (9th Cir. 1977) (citing *Pope v. United States*, 323 U.S. 1, 12 (1944)); Fed. R. Civ. P. 8(b)(6). In determining the amount of damages, the Court may—but

1 is not required to—hold a hearing. Fed. R. Civ. P. 55(b)(2)(B). To recover damages after  
 2 securing an entry of default, the plaintiff must prove the relief it seeks through testimony or  
 3 written affidavit. *Bd. of Trs. of the Boilermaker Vacation Trust v. Skelly, Inc.*, 389 F. Supp. 2d  
 4 1222, 1226 (N.D. Cal. 2005).

5 Plaintiff requests \$17,750 in attorney fees, \$700 in costs, and \$85,762.38 in damages. (Dkt.  
 6 No. 23 at 7.). The default rule that a prevailing litigant is not entitled to collect attorney fees may  
 7 be overcome where an enforceable contract allocates such fees. *Travelers Cas. & Sur. Co. v. Pac.*  
 8 *Gas & Elec. Co.*, 549 U.S. 443, 448 (2007). Here, Section 7(b) of the parties' contract contains  
 9 such an allocation, providing that "[a]ll fees related to the lawsuit on this deal shall be borne by the  
 10 losing party." (Dkt. No. 23-1 at 3.) The Court finds that the requested awards are reasonable and  
 11 sufficiently supported by written affidavits establishing entitlement to the amounts sought.  
 12 LCR 55(b)(2)(A). (*See also* Dkt Nos. 23 at 8, 11; 23-1 at 2; 23-2 at 2.)

13 Accordingly, it is hereby ORDERED that:

- 14 1. Plaintiff's motion for default judgment (Dkt. No. 21) is GRANTED.
- 15 2. Default judgment is ENTERED in favor of Plaintiff and against Defendants.
- 16 3. Plaintiff is AWARDED attorney fees of \$17,750, costs of \$700, and damages in the  
 17 amount of \$85,762.38.
- 18 4. Post-judgment interest on the judgment shall accrue at the statutory rate set forth in  
 19 28 U.S.C. § 1961.

20  
 21 DATED this 4th day of April 2022.

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25 John C. Coughenour  
 26 UNITED STATES DISTRICT JUDGE